

MC-14032-B

Interstate Commerce Commission
Washington, D.C. 20423

7/10/91

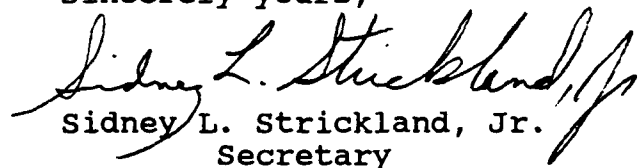
OFFICE OF THE SECRETARY

Jerome Thompson
4599 Blanca Drive
Cypress, California 90630

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/10/91 at 1:55pm, and assigned recordation number(s). 14032-B Complete Release

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

(Individual)

Valley National Bank Installment Note" dated 05-18-83
Loan # 584536

STATE OF CALIFORNIA
ORANGE

SS.

COUNTY OF

07/08/91

On _____, before me, the undersigned, a Notary Public in and for said

State, personally appeared
XXXXJEROME W THOMPSON AND ELLA ELIZABETH THOMPSONXXX

XXXXXXXXXXXXXXXXXXXX
personally known to me

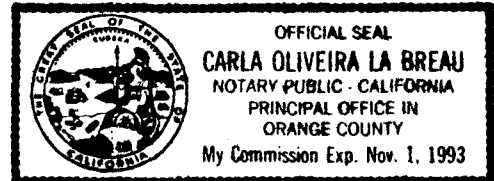
(or proved to me on the basis of satisfactory evidence), to be
the person § _____ whose name § _____ subscribed
to the within instrument and acknowledged that THEY
executed the same.

WITNESS my hand and official seal.

Signature

Carla Oliveira La Breau

LE-76 (7/82)



(This area for official notarial seal)

\$188,000.00 Glendale, California, May 18, 1983, Loan No. 104-530

420 N. Brand Blvd.

Glendale , California 91203

For value received, I promise to pay to you or your order, the principal sum of EIGHTY EIGHT THOUSAND AND NO/100-----
----- dollars (\$ 88,000.00-----) and interest at the rate of FOURTEEN
percent (14.0 %) a year on the decreasing balance of this principal amount until it is fully repaid. This interest is to be calculated on the basis of a 365-day year
and on the actual number of days the principal balance has been outstanding. I will pay you this principal and interest in 59 installments of -----
ONE THOUSAND THREE HUNDRED NINETY AND NO/100--AND ONE PAYMENT OF \$59,413.82(\$-----) or more on
the 18th day of each month, beginning on the 18th day of June, 1983 and on May 18,
1988. I will pay you the entire unpaid principal balance and any interest then due. Principal and interest shall be payable in lawful money of the United States.

When I make a payment, you are to apply it as follows: First, to pay the interest accruing since my last payment was received; next, to any late charges then due; any remaining amount of the payment to repayment of the principal balance. I may prepay this note in full or in part at any time. If I prepay it in full and the total interest paid on the note is less than \$50, I will pay you a prepayment premium, which will be the difference between the amount of interest paid on the note and \$50. I will pay you a late charge whenever you do not receive my full payment by your first banking day which is at least ten days after the due date. That late charge shall be a **collection charge** of five cents (5¢) for each dollar so in default, but such charge shall not exceed ten dollars (\$10.00). Despite anything else in this note, if I am late with any payment on this note, or if I file any petition under the bankruptcy laws of the United States or one is filed against me, you can make this note immediately due and payable without giving me any advance notice. If you do so, I will immediately pay you all of the remaining principal balance, even if it would not otherwise have been due, plus all unpaid interest and all late charges. If you must sue me to collect this note, I will pay whatever attorney fee's the court finds reasonable. If you refer collection of this note to your collection facilities or to a collection agency, I will pay you a reasonable collection charge. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and I hereby waive diligence, presentment, protest and demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute, limitation as a defense to any demand hereunder or in connection with any security hereof, and I hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof, time being of the essence hereof. If more than one person signs this note, we will be jointly and severally liable. You may collect from and sue any one or more of us without making up any of our rights against the others. This note is secured by the security agreement hereinafter set forth.

Executed on the date indicated above.

COMPANY

ADDRESS

ADDRESS

EX *Jerome W. Thompson*
Jerome W. Thompson SIGNATURE

EX *Elizabeth Thompson*
Elizabeth Thompson SIGNATURE

NAME (INDIVIDUAL)

4599 Blanca Drive, Cypress, CA 90630

NAME (INDIVIDUAL)

4599 Blanca Drive, Cypress, CA 90630

ADDRESS

GOODS - Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.
In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, future advances, and all other amounts due or to become due hereunder) to Bank.

1.	BORROWER'S NAME	Jerome W. Thompson	SOC. SEC. NO.
	ADDRESS	4599 Blanca Drive, Cypress, CA 90630	
	BORROWER'S NAME	Elizabeth Thompson	SOC. SEC. NO.
	ADDRESS	4599 Blanca Drive, Cypress, CA 90630	
	BORROWER'S NAME		SOC. SEC. NO.
	ADDRESS		
	TRADE NAME (IF ANY)		
	MAILING ADDRESS		
	CHIEF PLACE OF BUSINESS		
	2.	SECURED PARTY - NAME	Valley National Bank
MAILING ADDRESS		420 N. Brand Blvd., Glendale, CA 91203	
TRANSIT AND ABA NO.		90-1865/1222	

Two (2) 100 Ton Roller Bearing DOT 111A100W1 exterior coiled and insulated tank cars - 23,500 Gal. Serial No. CALX 3040 & CALX 3041

1-191A015

Jerome W. Thompson
Elizabeth Thompson

2211

27
Cary, James
Jerome W. Thompson
7-11-91

PURCHASE MONEY SECURITY INTEREST: If Indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral. _____ BORROWER'S INITIALS

INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

COMPANY

ADDRESS

ADDRESS
Home W. Thompson
SG ATURE

NAME (INDIVIDUAL)

4599 Blanca Drive, Cypress, CA 90630

NAME (INDIVIDUAL)

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